DECEMBER 18, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT ROBIN M. SILVA SUITE 3400 FOUR EMBARCADERO CENTER SAN FRANCISCO CA 94111-4187

Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office Washington, DC 20231 www.uspto.gov



101874878A\*

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ASSIGNOR:

LUO, YING

DOC DATE: 08/28/2001

ASSIGNOR:

HUANG, BETTY

DOC DATE: 09/09/2001

ASSIGNOR:

SHEN, MARY

DOC DATE: 09/09/2001

ASSIGNOR:

YU, PEI WEN

DOC DATE: 08/25/2001

ASSIGNEE:

RIGEL PHARMACEUTICALS, INC. 240 EAST GRAND AVENUE SOUTH SAN FRANCISCO, CALIFORNIA

94080

SERIAL NUMBER: 09762491

PATENT NUMBER:

RECEIVED

NOV 1 5 2002

TECH CENTER 1600/2900 FILING DATE: 05/09/2001

ISSUE DATE:

Exhibit to Statement 3.73(b) Fot for Recordation

012240/0730 PAGE 2

DOROTHY BASMA, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

FORM PTO-1595

10-2-21

## 10-16-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101874878 To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Name: RIGEL PHARMACEUTICALS, INC. Ying LUO, Betty HUANG, Mary SHEN, Pei Wen YU Internal Address: \_\_ Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No Street Address: 240 EAST GRAND AVENUE 3. Nature of Conveyance: [X] Assignment [ ] Merger City: \_\_ SOUTH SAN FRANCISCO [ ] Security Agreement [ ] Change of Name State: \_\_\_CA Zip: 94080 [ ] Other \_\_\_ Additional name(s) & address(es) attached? Execution Date: <u>AUGUST 25, 28 and</u> [ ] Yes [X] No SEPTEMBER 9, 2001 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 09/762,491 Additional numbers attached? [ ] Yes [X] No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: ONE concerning document should be mailed: 7. Total fee (37 CFR 3.41):....\$ 40.00 Name: ROBIN M. SILVA Internal Address: FLEHR HOHBACH TEST [X] Enclosed ALBRITTON & HERBERT LLP [ ] Authorized to be charged to deposit account Deposit account number: 06-1300 Street Address: SUITE 3400 Please debit any underpayment or credit any FOUR EMBARCADERO CENTER overpayment to the above deposit account. SAN FRANCISCO City: \_\_\_\_ Our File No. <u>A-68285/RMS/DHR</u> State: \_\_\_CA Zip: 94111-4187

DO NOT USE THIS SPACE

07/35/2003 (DIAZ) 00000028 09762491

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. RENEE M. KOSSLAK for ROBIN M. SILVA Name of Person Signing Total number of pages including cover sheet, attachments and document: [ OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, DC 20231

File No. A-68285/RMS/DHR

1063086

## **ASSIGNMENT**

			* <u>*</u> *
	WHEREAS, the undersigned,		
(1)	Ying LUO	(2)	Betty HUANG
(3)	Mary SHEN ,	(4)	Pei Wen YU ,
(here	einafter termed "Inventors"), residents of		
(1)	Los Altos	(2)	San Leandro ,
(3)	Newark ,	(4)	Cupertino ,
respe	ectively, Counties of		
(1)	Santa Clara	(2)	Alameda ,
(3)	Alameda ,	(4)	Santa Clara
respe	ectively, States of		
(1)	California ,	(2)	California ,
(3)	California ,	(4)	California ,
respe	ectively, have invented certain new and useful	impro	ovements in
•	NOVEL APOPT	OSIS	PROTEINS
	(Accompanying application) and have executed concurrently herewith disclosing and identifying the invention;	ı an ap	plication for a United States patent
	(Not accompanying application)		
$\boxtimes$	for which an application for a United State	es Pate	ent was filed on 6 February 2001,
	having Application Number 09/762,49	<u>l_</u> .	
and			
	WHEREAS,		
	RIGEL PHARMACEUTICALS, INC. , a co	rporat	ion of the State of
havir	ng a place of business at 240 East Grand	Avenu	e, South San Francisco, California 94080
(here	einafter termed "Assignee"), is desirous of acq	uiring	the entire right, title and interest in and to said
appli	cation and the invention disclosed therein,	and i	in and to all embodiments of the invention,
here	tofore conceived, made or discovered join	ntly or	severally by said Inventors (all collectively
here	inafter termed "said invention"), and in and to	any a	nd all patents, inventor's certificates and other
form	ns of protection (hereinafter termed "patents	") the	reon granted in the United States and foreign
cour	ntries.		

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial

Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

4.	Said Invento	rs hereby jointly and s	everally warra	nt and represent th	nat they have not
entered and w	ill not enter in	nto any assignment, cor	ntract, or unde	rstanding in conflict	herewith.
INWI	NESS WHER	EOF, the said Inventors	s have executed	d and delivered this i	nstrument to said
Assignee this	_ day of	August		, 20 <u>0</u> ],	
(2)	_ day of	0 '		, 20',	
(3)	_ day of			, 20,	
(4)	_ day of			, 20,	
respectively.					
		ature of Inventor (I): _	yh	Ying LUO	
County of State of		} ss.			
State of				-	
Onth	nis	day of		_, in the year	, before me,
		red (I),	a Notary Fubi	ic of the state of	
behalf of which WITI	ch the person NESS my hand	d that by his/her signato acted, executed the in d and official seal.	strument.		, ,
Notary Signature				L.S.	
•	- Signa	ature of Inventor (2):	•	-	
				Betty HUANG	
County of State of				-	
State of		ss.			
Onth	nis	day of		, in the year	, before me
	•	day of	, a Notary Pub	lic of the State of	
to me (or properties of the subscribed to authorized can behalf of whi	roved to me to the within in apacity(ies), ar ch the person	red (2) on the basis of satisfa instrument, and ackno nd that by his/her signat acted, executed the ind d and official seal.	actory evidenc wledged that l ture on the inst	he/she executed th	n whose name is e same in his/her
Notary Signatur	e		··· <del>·</del>	L.S.	•

S	Signature of Inventor (3):		
		Mary SHEN	
County of			
County of State of			
On this	day of	, in the year _, a Notary Public of the State of	, before me
, personally app	peared (3)		, personally known
to me (or proved to subscribed to the with authorized capacity(ies behalf of which the per	me on the basis of satis nin instrument, and ackn	sfactory evidence) to be the pers nowledged that he/she executed t ature on the instrument the persor	on whose name is the same in his/her
Notary Signature			
	· ·		
9	Signature of Inventor (4):	:	
		Pei Wen YU	Ü.
County of			
State of			
On this	day of	, in the year _, a Notary Public of the State of	, before me
subscribed to the with authorized capacity(ies behalf of which the per	peared (4) me on the basis of sation in instrument, and ackr	sfactory evidence) to be the personature on the instrument the person	, personally known son whose name is the same in his/her
Notary Signature			

## **ASSIGNMENT**

•	WHEREAS, the undersigned,		• <u>u</u> • '		
(1)	Ying LUO	_, (2)	Betty HUANG		
(3)	Mary SHEN		Pei Wen Yu		
(here	einafter termed "Inventors"), residents of				
(1)	Los Altos	, (2)	San Leandro		
(3)	Newark	_, (4)	Cupertino		
resp	ectively, Counties of				
(1)	Santa Clara	_, (2)	Alameda .		
(3)	Alameda	7.0	Santa Clara		
resp	ectively, States of				
(1)	California	_, (2)	California ,		
(3)	California	_, (4)	California ,		
resp	ectively, have invented certain new and use	ful impr	ovements in		
	NOVEL APO	PTOSIS	PROTEINS		
	and have executed concurrently herewi disclosing and identifying the invention;	tn an ap	pplication for a Officed States patent		
	(Not accompanying application)				
	for which an application for a United States Patent was filed on 6 February 2001,				
$\boxtimes$	having Application Number 09/762,491 .				
and					
	WHEREAS,				
	RIGEL PHARMACEUTICALS, INC. , a c	corpora	tion of the State of		
havi	ng a place of business at 240 East Gran				
			the entire right, title and interest in and to said		
appl	ication and the invention disclosed therei	n, and	in and to all embodiments of the invention,		
here	etofore conceived, made or discovered jo	ointly o	r severally by said Inventors (all collectively		
here	einafter termed "said invention"), and in and	to any a	nd all patents, inventor's certificates and other		
forn	ns of protection (hereinafter termed "pater	nts") the	reon granted in the United States and foreign		
cou	ntries.				

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial

Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings; priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith. IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this (I)\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, (2)\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, (3)\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_, (4)\_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_, respectively. Signature of Inventor (I): Ying LUO County of \_\_\_\_\_ State of \_\_\_\_\_, in the year \_\_\_\_\_, before me, On this \_\_\_ day of \_\_\_\_\_ , a Notary Public of the State of \_\_\_\_ , personally known , personally appeared (1) \_\_ to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. L.S. Notary Signature \_\_\_\_\_ Signature of Inventor (2): **Betty HUANG** September, in the year 2001, before me, On this Betty Chao Bai Kuang, personally known , personally appeared (2) \_\_ to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. in a succession de la company REBECCA CAZARES WITNESS my hand and official seal. COMM # 1250353 NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY Rebecca Cagarer My Comm Exp Jan. 17, 2004

Signature of Inventor (3):	many Shen
1 20 +	Mary SHEN
County of San Mall	
State of California Ss.	
to me (or proved to me on the basis of satisf	E ATTA REDECCA CAZADES
Notary Signature Relice Cargane	COMM. # 1250353  NOTARY PUBLIC - CALIFORNIA & SAN MATEO COUNTY  My Comm Exp. Jan. 17, 2004
Notary Signature 1	<del>-</del> .
Signature of Inventor (4):	
S	Pei Wen Y∪
County of	
State ofss.	
On this day of	, in the year, before me , a Notary Public of the State of
, personally appeared (4)	, personally known
subscribed to the within instrument, and acknowledge	factory evidence) to be the person whose name is owledged that he/she executed the same in his/her atture on the instrument the person, or the entity upon instrument.
Notary Signature	

## **ASSIGNMENT**

	WHEREAS, the undersigned,				
(1)	Ying LUO	, (2)	Betty HUANG		
(3)	Mary SHEN	, (4)	Pei Wen YU,		
(here	einafter termed "Inventors"), residents of				
(1)	Los Altos	, (2)	San Leandro		
(3)	Newark	, (4)	Cupertino ,		
respe	ectively, Counties of				
(1)	Santa Clara	, (2)	Alameda ,		
(3)	Alameda		Santa Clara ,		
respe	ectively, States of				
(1)	California	, (2)	California ,		
(3)	California		California ,		
respe	ectively, have invented certain new and usef		ovements in -		
	NOVEL APOR	PTOSIS	PROTEINS		
	and have executed concurrently herewing disclosing and identifying the invention;  (Not accompanying application)				
$\boxtimes$	for which an application for a United States Patent was filed on 6 February 2001,				
	having Application Number <u>09/762,491</u> .				
and	WHEREAS,				
		•	tion of the State of,		
			ne, South San Francisco, California 94080		
•			the entire right, title and interest in and to said		
			in and to all embodiments of the invention,		
			r severally by said Inventors (all collectively		
	•	•	nd all patents, inventor's certificates and other		
		is ) the	reon granted in the United States and foreign		
cour	ntries.		ad a subject to a consideration and movel added by said		

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial

Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

4.				rrant and represent the	• • •
				derstanding in conflict	
	'ITNESS WHERI	EOF, the said Inver	ntors have execu	ited and delivered this	instrument to said
Assignee this					
(3)	day of			, 20,	
(4)	day of	Dug.		, 20 <u>0/</u> *,	
respectively.		/			
	Signa	ture of Inventor (	I):		
	. 3	`	,	Ying LUO	
County of _					
State of		ss.		-	
0-	ehia	day of		in the year	before me
On	uns	day or	, a Notary P	, in the year ublic of the State of	, belore me,
WIT	FNESS my hand	acted, executed the and official seal.		L.S.	
				Betty HUANG	
County of State of		ss.			
On	this	day of	. a Notary P	, in the year ublic of the State of _	, before me
to me (or subscribed authorized behalf of w	ersonally appear proved to me of to the within in capacity(ies), an hich the person	ed (2) on the basis of sanstrument, and ac	atisfactory evide knowledged the gnature on the in	rublic of the State of, ence) to be the perso at he/she executed the	personally known In whose name is Ie same in his/her
Notary Signat	ure			L.S.	•

	Signature of Inventor (3	):	
	_	Mary SHEN	
County of			
State of	ss.		
		, in the year , a Notary Public of the State of	, before me
		, a Notary Public of the State of	
to me (or proved to subscribed to the w authorized capacity(i behalf of which the p	ithin instrument, and ack	tisfactory evidence) to be the person knowledged that he/she executed nature on the instrument the person the instrument.	son whose name is the same in his/her
Notary Signature	<u> </u>		
County of	Signature of Inventor (4	Pei Wen Yu	Z
County ofState of		*	
On this	day of	, in the year, in the State of	, before me
to me (or proved to subscribed to the w authorized capacity(i behalf of which the p	appeared (4) o me on the basis of sa rithin instrument, and ac	tisfactory evidence) to be the per knowledged that he/she executed gnature on the instrument the perso	_, personally known son whose name is the same in his/her
Notary Signature			